

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 17	
2. CONTRACT (Proc. Inst. Ident.) NO. W56HZV-09-C-L506		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. TARDEV14408			
5. ISSUED BY U.S. ARMY TACOM CONTRACTING CENTER 6501 E. 11 MILE ROAD WARREN MI 48397-5000		CODE W56HZV	6. ADMINISTERED BY (If other than Item 5) U.S. ARMY TACOM CONTRACTING CENTER EDYTH MCKINLEY/596-574-7286 AMSCC-TAC-ASRB/MS 322 EDYTH.MCKINLEY@US.ARMY.MIL WARREN MI 48397-5000		CODE W56HZV		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) NAVISTAR DEFENSE LLC JIM MILLER 4201 WINFIELD RD WARRENVILLE IL 60555-4025				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT NET 30 DAYS			
				10. SUBMIT INVOICES 0 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 338X5		FACILITY CODE 338X5					
11. SHIP TO/MARK FOR TARDEC JANE LOGSDON JANE LOGSDON AMSRD-TAR-D/MS 234 JANE.LOGSDON@US.ARMY.MIL WARREN MI 48397-5000		CODE W91ATL	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-JA/OBAC-CO ATTN: ST LOUIS P.O. BOX 182307 COLUMBUS OH 43218-2307		CODE HQ0304		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(2) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$1,006,172.74	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number			
19A. NAME AND TITLE OF SIGNER (Type or print) Robert R. Walsh Vice-President				20A. NAME OF CONTRACTING OFFICER TEL: Frances Dolata			
19B. NAME OF CONTRACTOR BY Robert R. Walsh (Signature of person authorized to sign)		19C. DATE SIGNED Dec 10, 2008		20B. UNITED STATES OF AMERICA BY Frances Dolata (Signature of Contracting Officer)		20C. DATE SIGNED 11 Dec 08	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MRAP LIGHTWEIGHT CABIN FFP CONTRACTOR SHALL DESIGN AND FABRICATE A LIGHTWEIGHT NAVISTAR EFENSE MAXXPRO MINE RESISTANT AMBUSH PROTECTION (MRAP) CABIN IN ACCORDANCE WITH THE SCOPE OF WORK CONTAINED IN SECTION C OF THIS DOCUMENT. FOB: Destination PURCHASE REQUEST NUMBER: TARDEV14408	1	Each	\$1,006,172.74	\$1,006,172.74
NET AMT					\$1,006,172.74
ACRN AA CIN: TARDEV144080001					\$1,006,172.74
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TECHNICAL DATA PACKAGE FFP TECHNICAL DATA PACKAGE FOR ITEM 0001 FOB: Destination PURCHASE REQUEST NUMBER: TARDEV14408	1			NSP
NET AMT					

Section C - Descriptions and Specifications

STATEMENT OF WORK

Scope of Work MaxxPro

‘MRAP Egress Trainer (MET)’ Cabin Module

Engineering, Design, and Release of TDP

1.0 - Scope: The Contractor shall design and fabricate a lightweight Navistar Defense MaxxPro Mine Resistant Ambush Protection (MRAP) Cabin for use in the MRAP Egress Trainer (MET) and shall develop and deliver a technical data package (TDP) for the cabin to the Government. The Government shall have unlimited rights in the MET TDP, but shall not have any rights to the TDPs for either Navistar Defense’s MaxxPro or MaxxPro Plus vehicles.

2.0 - Description: The MaxxPro MRAP Egress Trainer (MET) will be a Training Aid so the troops can learn to safely learn to egress from a rolled over MRAP. Due to the weight and availability of used or production cabins this lightweight version is necessary to accomplish this requirement. The cabin is to be similar in appearance and function of an actual MaxxPro cabin.

2.1.1 - Cabin Assembly: The crew compartment of the MaxxPro MRAP will be designed such that the ingress and egress of the interior is representative of a fielded vehicle. It will be designed to be lightweight, provide adequate structural rigidity for training use. This cabin assembly will, include structural stiffeners, sound reduction material. The Cabin will be designed to integrate inside of the TARDEC-designed rotating ‘cage. Navistar will design in and fabricate mounting provisions for the switches that TARDEC specifies. TARDEC will integrate the switches.

2.1.2 - Included Equipment and Features: Systems and Components to be included are:

2.1.2.1 – Front Doors: The Front Doors will be fabricated from a lighter-weight material, and will utilize the actuation hardware from the fielded units. The front door mechanism will manually operated, unlike that of the fielded vehicle. The windows will be polycarbonate of no less than ½” thickness to withstand normal use in a rollover scenario. The hinges will simulate the fielded hinge centerline, however will not be production hardware. Combat latches will be installed.

2.1.2.2 - Instrument Panel: The Instrument Panel will represent a fielded vehicle, with non-functional gages and switches.

2.1.2.3 - Steering Wheel and Column: The Steering Wheel and Column will be as a fielded vehicle, allowed to rotate, however with resistance added to more closely simulate vehicle feel

2.1.2.4 - Foot Pedals: The Foot Pedals (Accelerator, Brake, Clutch) will be as a fielded vehicle, allowed to move but with resistance added to more closely simulate vehicle feel.

2.1.2.5 - Driver & Commander Seats: The Driver and Commander Suspended Seats with restraints will be Production Units, or will be a reasonable and durable representation thereof.

2.1.2.6 – The center Front Equipment Box will be fabricated to simulate the surface and volume occupied by the fielded vehicle.

2.1.2.7 – Side Body Fixed Windows: The body side windows will be Non-Glass Glazing and an Interior Simulation Only.

2.1.2.8 – Gunner Stand and Environment: The Gunner Environment will include a simulated enclosure, including Gunner Sling and rotation ring/hardware. The gunner stand will be a fielded assembly and include the gunner restraint version and ammo box stowage (currently in design for production). The sliding hatch will be simulated in the open position only.

2.1.2.9 – Interior floor, walls & ceiling: The floor, wall and ceiling surface and Internal Reinforcement features and Texture will simulate the as a fielded vehicle.

2.1.2.10 – NBC Unit: The NBC Unit and associated ducting will be simulated by an enclosure, which will be utilized to contain on-board energy stowage.

2.1.2.11 – Floor Area – Front Compartment: Sufficient wiring detail will be included to simulate any features which could reasonable interact or interfere with occupants during an egress simulation event. This will include any covers, etc as utilized in as a fielded vehicle.

2.1.2.12 – Radio/Communications Rack & Equipment: The ‘radio rack’ on the left side behind the driver will be installed (either a field unit or reasonable representation thereof and simulated equipment will be fabricated to provide realistic occupant interface during an egress simulation event. TARDEC will provide the simulated equipment.

2.1.2.13 – Fire Suppression Sensors, Bottles and Plumbing: The Fire Suppression Sensors, Bottles and plumbing will be simulated and provided by TARDEC.

2.1.2.14 - Rear Occupant Suspended Seating with Restraints: Rear seating will be Production equipment, installed to simulate the vehicle configuration specified (Number of Positions and Configurations). Seating will be either field units or a reasonable, durable representation thereof.

2.1.2.15 – Ambulance Provisions: Ambulance equipment is not currently included in this SOW, but can be provided as an optional provision if specified.

2.1.2.16 – Interior Lighting: Production interior vehicle lighting will be installed and be non-functional. Interior lighting, if desired, could be included if specified.

2.1.2.17 – Interior Assist and Grab Handles: Interior Assist and Grab Handles will be provided utilizing production hardware.

2.1.2.18 – Equipment Tie-Down Provisions: Interior Assist and Grab Handles will be provided utilizing production hardware.

2.1.2.19 – Rear Jammer Rack and Hardware: Rear Jammer Rack & Simulated Jammer Boxes will be simulated and supplied by TARDEC.

2.1.2.20 – Rear Ramp, Surround and Hardware: The simulated hull assembly will include a single hinged door with a simulated stowed ramp attached. The rear door will be a single swing-out with the folded ramp simulated for space occupation purposes.

2.1.2.21 – Wiring and Piping: Production Wiring and Piping will be fabricated to the extent needed to simulate any features which could reasonably interact or interfere with occupants during an egress simulation event. This will include any covers, etc as utilized in fielded vehicle.

2.1.2.22 – Training Intercom and Cameras: A Functional Intercom and camera system will be included as specified. TARDEC will specify the hardware and interface, while Navistar will design in and fabricate mounting provisions for the specified hardware.

3.0 - Process: Initially there will be a Systems Engineer available at TARDEC Design & Rapid Prototyping Center to develop the detailed specifications and interfaces. Periodic Design Reviews will be held at the location of choice, and an Open Issues list will be maintained to manage the work. Support will be provided for the sourcing, kick-off and execution of the build of the initial Cabin Unit, through installation and integration into the base assembly through functional verification.

5.0 - Deliverables:

Engineering, Design and PM Support for Initial Build

Technical Data Package for Cabin (Depot-Ready in accordance with Contract Data Requirements List dated 9/2/2008 (Attachment 1 to this contract).

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-16 Responsibility For Supplies

APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	14-OCT-2008	1	TARDEC JANE LOGSDON JANE LOGSDON AMSRD-TAR-D/ MS 234 JANE.LOGSDON@US.ARMY.MIL WARREN MI 48397-5000 586-574-6041 FOB: Destination	W91ATL
0002	31-JAN-2009	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ATL

CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
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Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 2182040000086N6N7E622601H9100252G000000L43018DEV144088RF41AS20113

AMOUNT: \$1,006,172.74

CIN TARDEV144080001: \$1,006,172.74

CLAUSES INCORPORATED BY FULL TEXT

52.232-4007

WIDE AREA WORK FLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS (APR 2008)

TACOM-Warren uses WAWF-RA (Receipt and Acceptance) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled "Electronic Submission of Payment Requests and Receiving Reports"). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

Also, contractors must ensure to include the purchase request number in the line item description. This number can be found under the line item description on the order/contract.

(Type of Invoice: If this contract calls for contractor submission of a Material Inspection and Receiving report by virtue of the inclusion of the clause at DFARS 252.246-7000, "Material Inspection and Receiving Report", use a "combo" Invoice and Receiving Report. If this DFARS clause is NOT in the contract, use a "two-in-one" invoice as described in WAWF.)

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firm's CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: W91ATL
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The WAWF system will prompt for "additional e-mail submission" after clicking "Signature". The following additional e-mail submissions are required:

- Primary Acceptor Name: Jane Logsdon
- Primary Acceptor e-mail: jane.logsdon@us.army.mil
- Alternate Acceptor Name: -4-
- Alternate Acceptor e-mail: -5-
- Third-level Acceptor Name -6-
- Third-level Acceptor e-mail: -7-

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, "Pay status" (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of clause]

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002

52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.225-7001	Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582)	AUG 2006
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7014	Preference For Domestic Specialty Metals	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.231-7000	Supplemental Cost Principles	DEC 1991
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as

described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar.htm>

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the [name of contracting agency(ies)] under Contract No W56HZV-08-C-L565.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the US Army TACOM Life Cycle Management Command.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD1423 - Contract Data Requirements List	1	